

Appendix

Rancho Encantada/Scripps Ranch Big Five
Groups Agreement

Contribution Agreement with Caltrans

Letter from Caltrans

Letters from City of Poway

CFD Project List

EXHIBIT F

Rancho Encantada/Scripps Ranch Big 5 Groups

(Miramar Ranch North Planning Committee, Scripps Ranch Planning Group,
Scripps Ranch Civic Association, Scripps Ranch Rec. Council, SOS Ranch)

- Upon the recordation of the first final map for the project, Rancho Encantada shall deliver three million dollars (\$3,000,000.00) to the City which shall be deposited into a separate interest bearing account established by the City within the Scripps Ranch Public Facilities Financing Plan. The three million dollars (\$3,000,000.00) shall be used only for Interstate 15 ("I-15") transportation main-lane improvements from Miramar Way to Scripps Poway Parkway, the Pomerado Road westbound flow-through lane to the I-15 and south bound ramp improvements within the I-15 corridor. Release of any funds for Interstate 15 ("I-15") transportation main-lane improvements by the City to Caltrans is contingent on construction of the Pomerado Road flow-through lane as shown on attachment "A". City shall, at its discretion, make such funds available to CalTrans to fund I-15 Main Lane Projects, supplement funding for I-15 Main Lane Projects, or provide matching funds for I-15 Main Lane Projects. This commitment to fund the I-15 Main Lane Projects is above and beyond the mitigation requirements identified in the Rancho Encantada EIR (which include improvements to the I-15 northbound Pomerado Road off-ramp and Pomerado Road eastbound improvements).
- Rancho Encantada shall contribute land and an amount not to exceed one million five hundred thousand dollars (\$1,500,000.00) in improvements (\$250,000 per acre) for provision of a designated six acre improved park within Rancho Encantada. This six acre park shall be in addition to the four acre neighborhood park which shall be provided adjacent to the proposed elementary school site in Rancho Encantada. The fully improved six acre active park (the "six acre park") shall be designed and constructed by Rancho Encantada as a turn key project and would be located within the institutional site "A" area of Rancho Encantada. The homeowners association of Rancho Encantada shall have a sole and exclusive option to exercise the right to fund and construct a community meeting building on unused portions of the parcel, subject to negotiation with the City of San Diego. The Precise Plan will be amended to change the institutional site "A" land use designation to parkland.
- A materials endowment will be created to benefit the Scripps Ranch Library in the amount of \$102,800. An initial deposit of twenty thousand dollars (\$20,000.00) shall be deposited by Rancho Encantada into an interest bearing account established by the City solely for the endowment. The earnings of the endowment shall be payable to the San Diego Community Foundation. Additional funds for increasing the corpus of the endowment shall be provided through the Rancho Encantada Public Facilities Financing Plan. One hundred dollars (\$100.00) shall be collected by the City upon issuance of each building permit for market rate units with Rancho Encantada and shall be deposited by the City into the endowment fund.
- Ranch Encantada will contribute \$35,000 to the Scripps Miramar Ranch Financial Benefit Assessment ("FBA") District fund to be used for the design and installation of a stairway to access the walkway to the library from additional parking areas, should such space become available. The \$35,000 will be donated prior to the issuance of the 100th building permit.

- Rancho Encantada is required to assure the construction of future Spring Canyon Road transportation improvements as set forth in the environmental documentation prior to the recordation of the first final map. These transportation improvements could include traffic signal control at up to three (3) locations intersecting with Spring Canyon Road, and construction of a median at these locations. This is in addition to an already approved traffic signal at Scripps Creek Drive, funded by the City of San Diego outside of Rancho Encantada's sphere. The estimated cost of these improvements is approximately \$500,000. The EIR mitigation requirement indicates that Rancho Encantada should work with the community and City staff as to the locations of those traffic signals. The community is considering the possibility of additional and/or substitute improvements, including medians and sound attenuation measures. The community believes that a future traffic study (considering the future traffic demands of Rancho Encantada, additional traffic growth in the area, and traffic circulation pattern changes resulting from the future siting of a new middle school) is needed to assess merits of any of these measures and to assess quantity and locations for future traffic signals. In recognition of this, Rancho Encantada will commit to the following: 1) Fund \$35,000 no later than the date of the issuance of the 301st building permit into a separate interest-bearing Scripps Ranch PFFP account, toward a traffic study to be conducted when determined appropriate by the Miramar Ranch North and Scripps Ranch Planning Committees/Groups; and 2) Fund \$750,000 (including the required improvements identified in the EIR) in improvements to Spring Canyon Road, into a separate interest-bearing Scripps Ranch PFFP account, prior to the issuance of the 500th building permit.
- In addition to the Spring Canyon Road improvements summarized above, Rancho Encantada will provide improvements to the northbound left turn lane/pocket from Spring Canyon Road to westbound Scripps Ranch Boulevard. These improvements will include lengthening the turn pocket by approximately 200 feet from 350 feet to 550 feet. In addition, some signal timing adjustments will be requested from the City to give adequate time to the increased left turn movement. Rancho Encantada will assure the construction of these improvements prior to the recordation of the first Final Map at it's cost.
- Rancho Encantada will redesign the Montecito portion of the project to include one (1) tot-lot, with a minimum size of 4,000 square feet, which shall be designed and constructed by Rancho Encantada (with the Scripps Ranch Recreation Council providing advisory design review) as a turn key tot lot. The location of the tot-lot will be determined during final design of the Montecito Final Map.
- Rancho Encantada will fund \$250,000 into the Scripps Ranch Public Facilities Financing Plan in an unrestricted interest-bearing fund account, for use within the Miramar Ranch North or Scripps Ranch Planning area boundaries. This will allow the impacted contiguous Planning Groups the ability to determine appropriate infrastructure supplement as the traffic patterns and infrastructure compromise of the Rancho Encantada project develop. The \$250,000 will be paid as follows: \$500 upon issuance of each building permit beginning at the 301st and terminating at the 800th permit.

- Rancho Encantada will accept a condition on the Montecito Tentative Map requiring an Irrevocable Offer of Dedication (IOD) to the City of San Diego for a future 80-foot right-of-way for a collector Road extending southerly from Street "A" (Rancho Encantada Parkway) to the southern project boundary.
- The Miramar Ranch Planning Committee, Scripps Ranch Planning Group, Scripps Ranch Civic Association, Scripps Ranch Recreation Council and SOS Ranch shall recommend favorable consideration of the pending Rancho Encantada applications to the City, provided the mitigation measures in the EIR and the above-referenced business points are agreed upon by Rancho Encantada and incorporated into the pending applications.

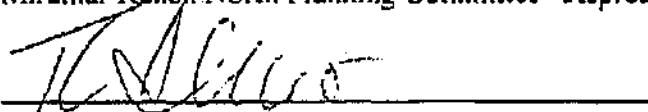
Agreed:



Miramar Ranch North Planning Committee--Representative

18 JULY 2001

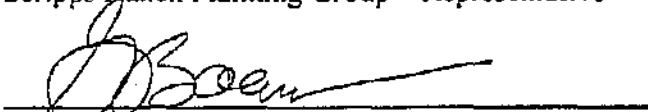
Date



Scripps Ranch Planning Group--Representative

July 18, 2001

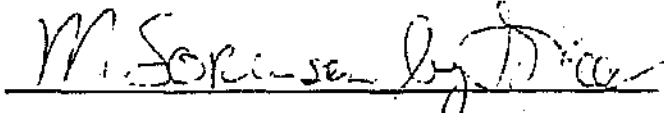
Date



Scripps Ranch Civic Association--Representative

7/15/01

Date



Scripps Ranch Recreation Council--Representative

7/18/01

Date



SOS Ranch--Representative

July 15, 2001

Date

Attachments

DUPLICATE

11-SD-15
KP M21.2/M27.0
EA 232600
Agreement No. 11-0595
I-15 Main Lane Improvements

This copy must be
returned to City
Clerk, San Diego

CONTRIBUTION AGREEMENT

015352

THIS AGREEMENT, ENTERED INTO ON June 18, 2002, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

CITY OF SAN DIEGO, a political subdivision of the State of California, referred to herein as "CITY"

RECITALS

1. STATE and CITY pursuant to Streets and Highways Code Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the City of San Diego.
2. STATE contemplates the construction of operational improvements on I-15, from 0.2 KM South of Miramar Way Overcrossing to 1.4 KM north of the Mira Mesa Boulevard Undercrossing, referred to herein as "PROJECT". STATE will provide one hundred percent (100%) of funding for all capital outlay and staffing costs using the partial financial participation of CITY as set forth in this Agreement. Capital Construction funding identified by STATE is \$40,000,000 including CITY's funding participation.
3. CITY highly desires PROJECT to be completed and would like to make a one time, lump sum contribution of not more than \$3,000,000 towards construction of PROJECT, the total amount is yet to be determined.
4. The parties hereto intend to define the terms and conditions under which CITY's contribution is to be deposited with STATE and to be expended on PROJECT.

SECTION I

STATE AGREES:

1. To submit a billing to CITY, which billing will be forwarded fifteen (15) days prior to STATE's bid advertising date of the construction contract for PROJECT, in the amount of \$3,000,000 which figure represents CITY's maximum total lump sum contribution.
2. Upon completion and acceptance of the PROJECT construction contract, to provide to CITY with a report of expenditure of CITY's contribution.

RE-296705
DOCUMENT NO.
JUN 18 2002
FILED
OFFICE OF THE CITY CLERK

3. To use CITY's funds only toward the construction capital of PROJECT.
4. STATE contact: Lawrence Carr
Project Manager
CALTRANS
2829 Juan Street
P.O. Box 85406, MS:27
San Diego, CA 92110
(619) 688-3167

SECTION II

CITY AGREES:

1. Consistent with the "Big 5 Agreement" in the Rancho Encantada Public Facilities Financing Plan and Facilities Benefit Agreement dated October 2001, to deposit with STATE, within 25 days of receipt of billing therefor (which billing will be forwarded 15 days prior to STATE's bid advertising date of a construction contract for PROJECT, a sum yet to be determined which will range to as much as \$3,000,000, which figure represents the lump sum total amount of CITY's maximum potential contribution towards the cost of construction capital for PROJECT. CITY's total obligation for said PROJECT costs shall not exceed the amount of \$3,000,000 provided that CITY may, at its sole discretion, in writing, authorize a greater amount.
2. CITY contact: Brad Jacobsen
City of San Diego
1010 Second Avenue, Suite 800
San Diego, CA 92101-4904
(619) 533-3005

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission.
2. CITY's financial contribution towards construction of PROJECT is contingent upon compliance with the "Big 5 Agreement" in the Rancho Encantada Public Facilities Financing Plan and Facilities Benefit Agreement dated October 2001. STATE reserves the absolute right to downsize PROJECT scope to reduce capital costs commensurate with amount that CITY fails to deliver below the \$3,000,000 maximum contribution contemplated under the terms of this Agreement.

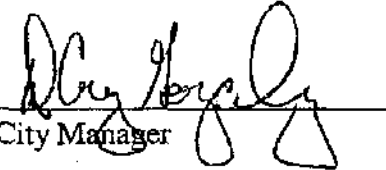
3. Should a portion of PROJECT be financed with Federal funds or State gas tax funds, all applicable laws, regulations and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.
4. Nothing in the provision of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

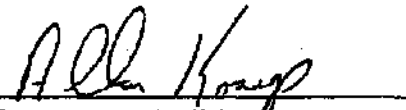
6. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on December 31, 2004 whichever is earlier in time.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

JEFF MORALES
Director of Transportation


CITY OF SAN DIEGO

By: 
City Manager

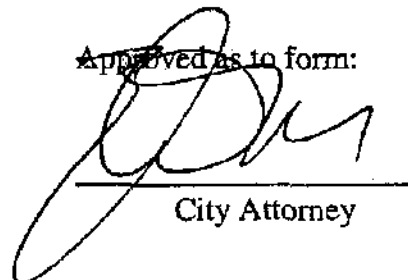
By: 
Deputy District Director
Program Project Management

By: 
City Clerk

Approved as to form and procedure:

By: 
Attorney
Department of Transportation

Approved as to form:


City Attorney

Certified as to funds:

By: 
District Budget Manager

Certified as to Financial Terms and Policies

By: 
Accounting Administrator

P- 296705

STATE OF CALIFORNIA—BUSINESS TRANSPORTATION AND HOUSING AGENCY

GRAY DAVIS Governor

DEPARTMENT OF TRANSPORTATION

DISTRICT 11
 2829 JUAN STREET MS-27
 P. O. BOX 85406
 SAN DIEGO, CA 92110
 PHONE (619) 688-3167
 FAX (619) 220-5387
 TTY (619) 688-6670



Flex your power!
 Be energy efficient!

BC2102-07103

7/11/03

July 10, 2003

Mrs. Ann French-Gonsalves
 PE Senior Traffic Engineer, City of San Diego
 Planning and Development Review
 1222 First Avenue, MS 501
 San Diego, CA 92101-4155

Dear Mrs. French-Gonsalves:

Subject: Rancho Encantada (Montecito-LDR 99-0295 and Sycamore Estates-LDR 99-0399)

The California Department of Transportation (Department) and McMillin Land Development (McMillin) have been coordinating the Mitigation Measures associated with the Rancho Encantada project. The following is a summary of this coordination:

- 1) The Department has received \$2.75 million from McMillin (via the City of San Diego) toward improvements on Interstate 15 (I-15) which are now under construction. This project will add an additional northbound and southbound lane through the Mira Mesa/Scripps Ranch area, along with miscellaneous improvements described in Items 3 and 4 below. Project completion is expected by 2006.
- 2) \$250,000 has been set aside by McMillin as required by the Scripps Ranch community for studying a 'bypass lane' at the I-15/Miramar Rd/Pomerado Rd interchange. It is our understanding that the City of San Diego will take the lead in this study. The Department strongly recommends it be closely consulted and/or participate in any study so issues affecting the freeway are adequately addressed. We also recommend any savings from this study be reserved for improvements at that interchange.
- 3) Project Mitigation Monitoring and Reporting Program Item 5-6 requires construction of an additional lane for the I-15 northbound off-ramp to Miramar Road/Pomerado Road. This work will be included as part of Item 1.
- 4) Project Mitigation Monitoring and Reporting Program Item 5-7 requires construction of improvements to the eastbound Pomerado Road merge from the I-15 northbound off-ramp. The Department and McMillin have coordinated the design. Improvements within State right of way will be incorporated as part of Item 1, with improvements outside State right of way to be handled by McMillin.
- 5) The Project Mitigation Monitoring and Reporting Program Item 5-8 requires improvements to the I-15 southbound on-ramp from westbound Pomerado Road. As previously noted, these improvements are not compatible with the improvements in Item 1, and are therefore not recommended.

If you have any questions, please do not hesitate to contact me at (619)-688-3167.

Sincerely,

Lawrence Carr
 Project Manager

c: Jeff Brazel—McMillin
 AKosup

Post-It® Fax Note	7671	Date 7/11/03	# of pages 1
To S. JOHNSON		From L. CARR	
Co./Dept.		Co.	CT
Phone #		Phone #	
Fax # 619-336-3077		Fax #	

CITY OF POWAY

BC 2.02 - 07.03

MICKEY CAFAGNA, Mayor
BETTY REXFORD, Deputy Mayor
BOB EMERY, Councilmember
JAY GOLDBY, Councilmember
DON HIGGINSON, Councilmember



June 5, 2003

JUN 08 2003

Mr. Thom Fuller
McMillin Companies
2727 Hoover Avenue
National City, CA 91950

Re: Traffic Signal at Pomerado Road and Stonemill Drive

Dear Thom:

As you requested, this letter will serve as confirmation that the City of Poway is in receipt of \$125,000 from your company for the future construction of a traffic signal at the intersection of Pomerado Road and Stonemill Drive. The deposit of these funds with the City of Poway will relieve Rancho Encantada Development from mitigation measure 4.6-4 of the project Environmental Impact report.


The City of Poway plans to monitor the traffic conditions at the subject intersection as projects in the surrounding area are constructed. The City will install a traffic signal at this intersection at such a time a signal is warranted.

A copy of this letter will be forwarded to the City of San Diego, Development services, to inform them that condition 4.6-4 of the EIR for Rancho Encantada has been satisfied as far as the City of Poway is concerned.

Should you have any questions about this matter, please contact Zoubir Ouadah, our Senior Traffic Engineer, at (658) 679-4353.

Sincerely,

DEVELOPMENT SERVICES DEPARTMENT

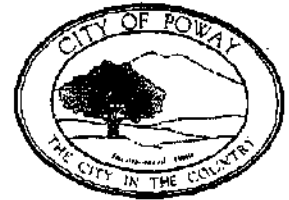

Javid Siminou, P.E.
City Engineer

cc: Zoubir Ouadah, Senior Traffic Engineer
Ann French Gonsalves, Land Development Services, City of San Diego

M:\engserv\traffic\Letters\Pomerado Stonemill2.doc

CITY OF POWAY

MICKEY CAFAGNA, Mayor
BETTY REXFORD, Deputy Mayor
BOB EMERY, Councilmember
JAY GOLDBY, Councilmember
DON HIGGINSON, Councilmember



RECEIVED
JUL 14 2003

ENGINEERING DEPARTMENT

(COPY)
BC2167-07P3
8/15/03

July 10, 2003

Mr. Scott Johnson
The Corky McMillin Companies
2727 Hoover Avenue
National City, CA 91950

Re: Intersection Improvements at Pomerado Road and Scripps Poway Parkway

Dear Scott,

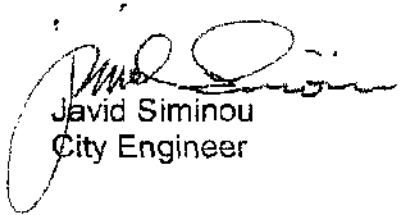
As you requested, this letter will serve as confirmation that the City of Poway has received assurance from Sycamore Estates, LLC, that an additional northbound left-turn lane and an additional westbound left-turn lane will be constructed at the intersection of Scripps Poway Parkway and Pomerado Road.

A copy of this letter will be forwarded to the City of San Diego, Land Development Services, to inform them that Condition 4.6-5 of the EIR for Rancho Encantada has been assured.

Should you have any questions about this matter, please contact Zoubir Ouadah, our Senior Traffic Engineer, at (858) 679-4353.

Sincerely,

Development Services Department


Javid Siminou
City Engineer

CC: Ken Quon, Senior Civil Engineer
Zoubir Ouadah, Senior Traffic Engineer
Ann French Gonsalves, Land Development Services, City of San Diego

EXHIBIT E

DESCRIPTION OF CITY IMPROVEMENTS AND DISCRETE COMPONENTS

<u>City Improvement</u>	<u>Discrete Component¹</u>
<u>Stonebridge Parkway Phase 1 (Montecito)</u> (From Pomerado Road to Westerly limits of Sycamore Estates VTM limits)	<p>a. Design, engineering, permitting, right-of-way acquisition.</p> <p>b. Grading, storm drain and erosion control.</p> <p>c. Sewer and water improvements (other than final lift). Includes Domestic Water Main.</p> <p>d. Dry utilities, paving (other than final asphalt cap), curb, gutter, sidewalks, lighting.</p> <p>e. Landscaping.</p> <p>f. Traffic signals.</p> <p>g. Final lift, asphalt cap and other final completion items.</p>
<u>Stonebridge Parkway Phase 2 (Phase 1 of Sycamore)</u> (Eastern border of the Montecito project to the border of Sycamore Phase I)	<p>a. Design, engineering, permitting, right-of-way acquisition.</p> <p>b. Grading, storm drain and erosion control.</p> <p>c. Sewer and water improvements (other than final lift). Includes Domestic Water Main.</p> <p>d. Dry utilities, paving (other than final asphalt cap), curb, gutter, sidewalks, lighting.</p> <p>e. Landscaping.</p> <p>f. Traffic signals.</p> <p>g. Final lift, asphalt cap and other final completion items.</p>
<u>Stonebridge Parkway Phase 3 (Phase 2 of Sycamore)</u> (Eastern border of the Sycamore Phase I project to the westernmost border of Sycamore Phase II project)	<p>a. Design, engineering, permitting, right-of-way acquisition.</p> <p>b. Grading, storm drain and erosion control.</p> <p>c. Sewer and water improvements (other than final lift). Includes Domestic Water Main.</p> <p>d. Dry utilities, paving (other than final asphalt cap), curb, gutter, sidewalks, lighting.</p> <p>e. Landscaping.</p> <p>f. Traffic signals.</p> <p>g. Final lift, asphalt cap and other final completion items.</p>
<u>Secondary Fire Access Road – Phase I</u> (Beeler Canyon Road from Project Boundary to Phase I Boundary)	[Same Discrete Components as Stonebridge Parkway Phase I]
<u>Secondary Fire Access Road – Phase II</u> (Western	[Same Discrete Components as

<u>City Improvement</u>	<u>Discrete Component¹</u>
boundary of Phase II to Unit 11 boundary)	Stonebridge Parkway Phase I]
<u>Secondary Fire Access Road – Phase III</u> (From Beeler Canyon Road to Unit 1 boundary)	[Same Discrete Components as Stonebridge Parkway Phase I]
<u>Secondary Fire Access Road – Phase IV</u> (From Intersection of Green Valley Court to Stonebridge Parkway) (<i>Old Creek Road</i>)	[Same Discrete Components as Stonebridge Parkway Phase I]
<u>Pomerado Road/Stonebridge Parkway Intersection Improvements</u>	[Same Discrete Components as Stonebridge Parkway Phase I]
<u>Spring Canyon Road</u> (From Elderwood Lane to Scripps Ranch Boulevard)	[Same Discrete Components as Stonebridge Parkway Phase I]
<u>Neighborhood Park Adjacent to School Site</u> (8.0 net usable acre park)	a. Acquisition of Park site b. Design, engineering, permitting c. Park improvements
<u>Neighborhood Park No. 2</u> (6.0 net usable acre park)	a. Acquisition of Park site h. Design, engineering, permitting c. Park improvements
<u>Sewer Mains Upstream of Pump Station – Montecito</u> (Sewer Main in Beeler Canyon Road from City of Poway limits to Montecito project limits)	a. Design, engineering, permitting b. Construction of Sewer Mains
<u>Sewer Pump Station and Downstream Pipelines</u> (Outfall sewer to serve entire Rancho Encantada Precise Plan area)	a. Design, engineering, permitting b. Construction of Pump Station and Pipelines
<u>Water Reservoir – Sycamore Phase II</u> (1.6 million gallon reservoir)	a. Design, engineering, permitting b. Construction of reservoir
<u>MHPA</u> (City of San Diego Fees)	a. Fees paid to City of San Diego
<u>Water Pump Station – Sycamore Phase I</u> (to serve the 1135 pressure zone)	a. Design, engineering, permitting b. Construction of water pump station
<u>Water Pump Station – Sycamore Phase II</u> (to serve the 1250 pressure zone)	a. Design, engineering, permitting b. Construction of water pump station
<u>Interstate BIG 15 Payment</u> (Payment to Caltrans for I-15 Improvements)	a. Fees paid to Caltrans

- I. Each lettered description of work items constitutes a single Discrete Component of the corresponding City Improvement. Upon the completion of all work items within a Discrete Component, a Payment Request for the Actual Costs of those work items may be submitted and approved.